

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**CONFERENCE SERVICES INTERNATIONAL etc.,
LLC d/b/a CSI etc.**

and

**Cases 28-CA-172233
28-CA-200009
28-CA-203764**

**INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, LOCAL 415**

DECISION AND ORDER

Statement of the Cases

On December 14, 2017, Conference Services International etc., LLC, d/b/a CSI etc. (the Respondent), International Alliance of Theatrical Stage Employees, Local 415 (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the issuance of a Board Order and the entry of a court judgment enforcing the Order by any appropriate United States Court of Appeals.¹ The parties also agreed that the terms of the Board's Order shall be embodied in a consent petition and order for temporary injunction under Section 10(e) of the Act, which will be filed in the Ninth Circuit Court of Appeals and shall remain in full force and effect until entry by the Ninth Circuit of a judgment enforcing the Board's Order. In addition, the parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the parties waived their rights to contest the entry of a court judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The amended Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Amended Formal Settlement Stipulation.

¹ On March 14, 2018, the Region filed a Joint Motion to Amend Formal Settlement Stipulation to correct minor mathematical errors in the backpay chart attached to the settlement stipulation. The joint motion to amend is granted, and the March 14, 2018 backpay chart is substituted for that in the December 14, 2017 settlement stipulation.

Based on the amended Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

(a) The Respondent is a limited liability company with an office and place of business in Phoenix, Arizona (the Respondent's Phoenix facility), where it is engaged in providing services for trade shows, expositions, conventions, and conferences.

(b) In conducting its operations during the 12-month period ending March 21, 2016, the Respondent purchased and received at the Respondent's Phoenix facility goods valued in excess of \$50,000 directly from points outside the State of Arizona.

(c) The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the National Labor Relations Act (the Act).

2. The labor organization involved

The Union is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the amended Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondent, Conference Services International etc., LLC, d/b/a CSI etc., Phoenix, Arizona, its officers, agents, successors and assigns, shall

1. Cease and desist from

(a) Threatening to stop doing work in Tucson because of its collective-bargaining relationship with the Union.

(b) Threatening to file a lawsuit against the Union because of its collective-bargaining or other representational activities on behalf of the employees it represents.

(c) Recording its negotiations with the Union without the Union's knowledge or consent.

(d) Failing or refusing to hire applicants, or to consider applicants for hire, because of their union affiliation or to avoid an obligation to bargain with the Union.

(e) Locking out its employees in conjunction with surface bargaining or where the lockout is not done with the purpose of advancing a legitimate bargaining position.

(f) In any other manner discriminating in regard to hire or tenure of employment or any other term or condition of employment, in order to discourage membership in the Union or in any other labor organization.

(g) Failing and refusing to recognize and bargain collectively with the Union as the exclusive collective-bargaining representative of its employees in the following unit (the Unit):

All of our employees who are engaged in the installation, dismantling and maintenance of display materials within the geographic jurisdiction of the Union, excluding all other employees, managers, office clericals, professional employees, guards, and supervisors as defined by the National Labor Relations Act.

(h) Withdrawing recognition from the Union as the exclusive collective-bargaining representative of its employees in the Unit.

(i) Failing and refusing to bargain in good faith with the Union by refusing to meet with it at reasonable times as required by Section 8(d) of the Act.

(j) Engaging in surface bargaining by endeavoring to create the appearance of bargaining in good faith while taking actions to thwart the bargaining process and avoid reaching agreement.

(k) Conditioning its execution of a collective-bargaining agreement with the Union on the Union's withdrawal of unfair labor practice charges against it.

(l) Making changes to the wages, hours, and other terms and conditions of employment of employees in the Unit, or changes affecting the wages, hours, and other terms and conditions of employment of employees in the Unit, without first notifying the Union or affording it an opportunity to bargain about this conduct and/or the effects of this conduct, including by:

- (1) Ceasing to abide by the "Exclusive Right to Refer" provision incorporated by reference in its 2015 Memorandum of Agreement with the Union;
- (2) Subcontracting Unit work; and
- (3) Recording its negotiations with the Union.

(m) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or

assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from issuance of the Board's Order, make whole the employee(s) named below by payment to each of them and payment of contributions for them to the Union National Annuity Fund and the Union National Vacation Plan of the amounts opposite each name, and make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay or from the benefit fund contributions or the interest on those contributions:

<u>Name</u>	<u>Backpay</u>	<u>Interest on Backpay</u>	<u>Union National Annuity Fund Contribution (NAFC)</u>	<u>Interest on NAFC</u>	<u>Union National Vacation Plan Contribution (NVPC)</u>	<u>Interest on NVPC</u>	<u>Total</u>
Ronald Snellstrom	\$407.83	\$16.22	\$56.61	\$2.25	\$17	\$0.68	\$500.59
Reg Williams	\$282.88	\$11.25	\$43.29	\$1.72	\$13	\$0.52	\$352.66
Brian McGuinn	\$282.88	\$11.25	\$43.29	\$1.72	\$13	\$0.52	\$352.66
Gil Harrison	\$228.48	\$9.09	\$34.97	\$1.39	\$10.50	\$0.42	\$284.85
Fred Gibson	\$228.48	\$9.09	\$34.97	\$1.39	\$10.50	\$0.42	\$284.85
Jesse Green	\$227.91	\$5.09	\$31.64	\$0.71	\$9.50	\$0.21	\$275.06
Bert Roberts	\$184.96	\$7.36	\$28.31	\$1.13	\$8.50	\$0.34	\$230.60
Magda Amado	\$174.08	\$3.89	\$26.64	\$0.59	\$8	\$0.18	\$213.38
Wyatt Wrisley	\$174.08	\$3.89	\$26.64	\$0.59	\$8	\$0.18	\$213.38
Kim Bock	\$174.08	\$3.89	\$26.64	\$0.59	\$8	\$0.18	\$213.38
Toby Turner	\$141.44	\$5.63	\$21.65	\$0.86	\$6.50	\$0.26	\$176.34
Michael Hanus	\$141.44	\$5.63	\$21.65	\$0.86	\$6.50	\$0.26	\$176.34
John Gatlin	\$119.68	\$2.67	\$18.32	\$0.41	\$5.50	\$0.12	\$146.70
Dane Delauer	\$87.04	\$3.46	\$13.32	\$0.53	\$4	\$0.16	\$108.51
Chris Babbie	\$87.04	\$3.46	\$13.32	\$0.53	\$4	\$0.16	\$108.51
Steve Turner	\$87.04	\$3.46	\$13.32	\$0.53	\$4	\$0.16	\$108.51
Steve Jackson	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Jon Green	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Chris Yarnell	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Rex Hartwell	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Jhon Alex Trayer	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Avram Steinberg	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Steve Perez	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
TOTAL DUE:							\$4493.15

(b) Recognize and, on request, bargain collectively with the Union as the exclusive representative of the Respondent's employees in the Unit with respect to wages, hours, and other terms and conditions of employment and, if an agreement is reached with the Union, sign a document containing that agreement.

(c) If requested by the Union, rescind any or all of the unilateral changes it made to the terms and conditions of employment of its employees, including by resuming its abidance by the "Exclusive Right to Refer" provision incorporated by reference in its 2015 Memorandum of Agreement with the Union, ceasing to subcontract Unit work, and ceasing to record negotiations with the Union.

(d) Within 14 days of service by the Region, post at the Respondent's Phoenix facility, and at its jobsites in Southern Arizona, including Tucson, Arizona, and Yuma, Arizona, copies of the attached notice marked "Appendix A" in English, and any other languages deemed appropriate by the Regional Director. Copies of the notice, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places at the Respondent's Phoenix facility, and at its jobsites in Southern Arizona, including Tucson, Arizona, and Yuma, Arizona, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material.

(e) Within 14 days of service by the Region, copy and mail, at its own expense, a copy of the attached Notice, after being signed by the Respondent's authorized representative, to all employees who were employed by the Respondent at jobsites in Southern Arizona, including Tucson and Yuma, Arizona, at any time since January 6, 2016. Those Notices will be signed by a responsible official of the Respondent and show the date of mailing. The Respondent will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed. The Regional Director will send signed copies of the attached Notice to the Charging Party and request that the signed copies of the attached Notice be posted in prominent places in the Charging Party's office in Tucson, Arizona, and on the Charging Party's website for 60 consecutive days from the date of posting.

(f) This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be retroactively effective to the date of execution of the stipulation.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., April 12, 2018

Marvin E. Kaplan, Chairman

Lauren McFerran, Member

William J. Emanuel, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES

**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING
FOR A BOARD ORDER AND A CONSENT JUDGMENT
OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, LOCAL 415 (the Union) is the employees' exclusive collective-bargaining representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit (the Unit):

All of our employees who are engaged in the installation, dismantling and maintenance of display materials within the geographic jurisdiction of the Union, excluding all other employees, managers, office clericals, professional employees, guards, and supervisors as defined by the National Labor Relations Act.

WE WILL NOT threaten to stop doing work in Tucson because of our collective-bargaining relationship with the Union.

WE WILL NOT threaten to file a lawsuit against the Union because of its collective-bargaining or other representational activities on behalf of the employees it represents.

WE WILL NOT record our negotiations or conversations with the Union without the Union's knowledge or consent.

WE WILL NOT fail or refuse to hire applicants, or to consider applicants for hire, because of their union affiliation or to avoid an obligation to bargain with the Union.

WE WILL NOT lock out our employees in conjunction with surface bargaining or where the lockout is not done with the purpose of advancing a legitimate bargaining position.

WE WILL NOT in any other manner discriminate in regard to hire or tenure of employment or any other term or condition of employment, in order to discourage membership in the Union or in any other labor organization.

WE WILL NOT fail and refuse to recognize and bargain collectively with the Union as the exclusive collective-bargaining representative of our employees in the Unit.

WE WILL NOT withdraw recognition from the Union as the exclusive collective-bargaining representative of our employees in the Unit.

WE WILL NOT fail and refuse to bargain in good faith with the Union by refusing to meet with it at reasonable times as required by Section 8(d) of the National Labor Relations Act (the Act).

WE WILL NOT engage in surface bargaining by endeavoring to create the appearance of bargaining in good faith while taking actions to thwart the bargaining process and avoid reaching agreement.

WE WILL NOT condition our execution of a collective-bargaining agreement with the Union on the Union's withdrawal of unfair labor practice charges against us.

WE WILL NOT make changes to the wages, hours, and other terms and conditions of employment of employees in the Unit, or changes affecting the wages, hours, and other terms and conditions of employment of employees in the Unit, without first notifying the Union and affording it an opportunity to bargain about this conduct and/or the effects of this conduct, and, during the course of bargaining for a successor collective-bargaining agreement, without reaching overall good-faith impasse, including by:

- Ceasing to abide by the "Exclusive Right to Refer" provision incorporated by reference in our 2015 Memorandum of Agreement with the Union;
- Subcontracting Unit work; and/or
- Recording negotiations with the Union.

WE WILL NOT in any other manner interfere with, restrain or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

WE WILL pay employees, with interest, for the wages and other benefits lost because we locked them out, unilaterally subcontracted their work, failed and refused to hire them or consider them for hire, and refused to abide by the "Exclusive Right to Refer"

provision incorporated by reference in our 2015 Memorandum of Agreement with the Union after that Memorandum of Agreement expired.

WE WILL recognize and, on request, bargain collectively with the Union as the exclusive representative of our employees in the Unit with respect to wages, hours, and other terms and conditions of employment and, if an agreement is reached with the Union, sign a document containing that agreement.

WE WILL, if requested by the Union, rescind any or all of the unilateral changes we made to the terms and conditions of employment of our employees without first notifying the Union or affording it an opportunity to bargain about this conduct and/or the effects of this conduct, and, during the course of bargaining for a successor collective-bargaining agreement, without reaching overall good-faith impasse, including by: resuming our abidance by the “Exclusive Right to Refer” provision incorporated by reference in our 2015 Memorandum of Agreement with the Union, ceasing to subcontract Unit work, and ceasing to record negotiations with the Union.

**CONFERENCE SERVICES INTERNATIONAL etc., LLC
d/b/a CSI etc.**

The Board’s decision can be found at www.nlr.gov/case/28-CA-172233 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

